

## **EXHIBIT 11**

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re

Case No.  
WORLD COM, INC., et al, 02-13533  
\*\*SEE BELOW  
Reorganized Debtors.

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February 1, 2006  
10:40 a.m.

United States Custom House  
One Bowling Green  
New York, New York 10004

TRANSCRIPT UNDER SEAL  
DIGITALLY RECORDED PROCEEDINGS  
(Proceedings -- Entire Day)

10:30 WORLD COM, INC., ET AL

Debtors' Objection to Proof of Claim No.  
38365 filed by Department of the Treasury.

B E F O R E:

THE HONORABLE ARTHUR J. GONZALEZ  
United States Bankruptcy Judge

DEBORAH HUNTSMAN, Court Reporter  
198 Broadway, Suite 903  
New York, New York 10038  
(212) 608-9053 (917) 723-9898

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1 CONFIDENTIAL - Anderson - Direct - Perez

2 a legal determination as to what privilege  
3 is, but it is also plain language. The only  
4 case that is cited, went to the dictionary to  
5 look up what it meant. I think the person  
6 who has been in the business for over 25  
7 years can tell what his understanding is of  
8 these terms.

9 JUDGE GONZALEZ: I think he can  
10 tell what his understanding of the terms is,  
11 but he can't interpret the statute as to  
12 whether that is what it means. The word  
13 "person" has a common understanding and the  
14 word "person" in a statute may mean something  
15 else.

16 MR. PEREZ: Absolutely, Your Honor.  
17 He is not a lawyer. He doesn't purport to be  
18 acting as a lawyer. This is a statute that  
19 was promulgated in 1965, so it has been  
20 around. It has been around for a while.

21 Q Could MCI plug a telephone into the  
22 COBRA service?

23 A No. Because all we had was a  
24 high-speed data line, and you can't plug a  
25 phone into a high-speed data line.

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2 Q Where did the high-speed data line  
3 get plugged in?

4 A On the MCI side?

5 Q Yes.

6 A We took the high-speed data line  
7 and plugged it into what we call an internet  
8 edge router.

9 Q On the COBRA side, where did it get  
10 plugged in?

11 A On the COBRA side, they plugged it  
12 into either the frame relay or the output of  
13 the NAS.

14 Q Now, could MCI get a dial tone  
15 using COBRA services?

16 A No.

17 Q Could MCI make a telephone call to  
18 anyone having a telephone station using the  
19 COBRA service?

20 A No.

21 Q Could MCI receive a telephone call  
22 from anyone using COBRA services?

23 A No. MCI cannot.

24 Q Let's look back to Exhibit 3. Did  
25 MCI own any of the equipment that is shown on

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2 says that the lines can have telephone calls  
3 go in one direction only. When I say "one  
4 direction," the origination of a telephone  
5 call. So an end user or someone anywhere in  
6 the telephone network could dial that phone  
7 number and connect to the modem. But with  
8 the Direct Inward Dial, the modem, even if  
9 you could make the modem dial a digit, there  
10 is no dial tone back. So you can't dial out.  
11 It only works one way.

12 Q Was there a dial tone at the egress  
13 point in the NAS?

14 A No. There is no dial tone  
15 anywhere. It doesn't exist.

16 Q Now, were all of the COBRA systems  
17 kind of similarly configured?

18 A Yes. There was a consistent  
19 network design.

20 Q Now, do you have an opinion whether  
21 COBRA entitles MCI to the exclusive use of  
22 any communication channel or groups of  
23 channel?

24 A Yes. The COBRA platform was for  
25 exclusive use of MCI.

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2 Q What is the basis of your opinion?

3 A The basis is my understanding of  
4 the platform, in that the platform had  
5 dial-up users coming into it. The egress  
6 port was only handed to MCI. So we were the  
7 only people that could have traffic come  
8 across that platform for us. In addition,  
9 like my description before, as the traffic  
10 came in, the dial-up data traffic came in to  
11 the platform, and it was converted to data  
12 and the data was then integrated into a  
13 single datastream, a high-speed datastream,  
14 out of the NAS or RAS, that datastream was  
15 exclusively for MCI. So within the RAS,  
16 there is no way to get the data to anyone  
17 else, but MCI.

18 Q Did MCI pay a separate charge for  
19 the COBRA service?

20 A Yes. We paid for the COBRA  
21 platform.

22 Q How was that charge paid?

23 A By port, which is the capacity of  
24 the network -- the capacity of the platform,  
25 not the network.

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2 Q Is the line from the egress point  
3 of the NAS to MCI's pop exclusively used by  
4 MCI?

5 A Definitely. It is a point to point  
6 private line.

7 Q Now, we have heard about Voice Over  
8 IP in Ms. Gueron's opening statement. Is the  
9 COBRA service a Voice Over IP gateway?

10 A No, it is not.

11 Q Did MCI, to your knowledge, have  
12 the ability to make it a Voice Over IP  
13 gateway?

14 A No. It could not be a Voice Over  
15 IP gateway for numerous reasons.

16 Q Would you turn to Exhibit 23, and  
17 could you explain to the Court what  
18 Exhibit 23 is? Before you do that, I want to  
19 ask you one question.

20 A Okay. Go ahead.

21 Q In every other diagram we started  
22 with the end user on the right, and this one  
23 starts with the end user on the left; right?

24 A Yes. It is reversed.

25 Q So pretend you are on the right



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2 want to have originating or terminating VOIP  
3 calls, we need to renegotiate terms to deal  
4 with that.

5 Q Now, you don't dispute  
6 Mr. Anderson's statement that what MCI  
7 receives from the COBRA services is a  
8 high-speed datastream?

9 A I agree with Mr. Anderson in that  
10 statement.

11 Q You don't dispute that the  
12 demarcation point between the COBRA services  
13 and the Debtors is the egress port in the  
14 NAS?

15 A That is what the contract says.

16 Q You do not dispute Mr. Anderson's  
17 testimony that the COBRA components were not  
18 configured in such a way to permit voice  
19 quality calls?

20 A I don't dispute his statements  
21 saying it wasn't configured to the right  
22 VOIP.

23 Q I guess I am asking a little bit of  
24 a different question. Was the COBRA service  
25 which MCI purchased configured to provide

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2 voice quality calls?

3 A I would agree with Mr. Anderson  
4 when he says that the COBRA equipment was not  
5 designed for a normal telephone user to dial  
6 up and access it without a modem.

7 Q So you agree with him that it is  
8 not configured in a way to allow voice  
9 quality calls?

10 A No. I didn't say that.

11 Q Do you have your deposition in  
12 front of you?

13 A Yes. My deposition, do I?

14 Q Let me bring that up here.

15 A Thank you.

16 Q If you would turn to page 162 --

17 A Okay.

18 Q -- lines 10 through line 17.

19 Question: Was the service configured in a  
20 way that would allow voice quality calls?

21 Answer: Was the COBRA service configured?

22 Question: Yes. The entire COBRA service  
23 which MCI purchased. Answer: The components  
24 within COBRA were, based on Mr. Anderson's  
25 testimony, weren't configured to do that.

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2 Do you agree you said that?

3 A I agree I said that.

4 Q You don't disagree with  
5 Mr. Anderson's testimony that the COBRA  
6 services were not configured to permit MCI to  
7 dial out calls?

8 A I agree with Mr. Anderson there.

9 Q In your opinion, whether the  
10 Debtors could plug in a telephone or a  
11 private branch exchange keyset or other  
12 recognized instrument for making telephonic  
13 quality calls, is irrelevant to your opinion?

14 A My opinion is that the PRI service  
15 that is purchased as part of the COBRA  
16 service could support other forms of voice  
17 communication such as a PBX.

18 Q But, if it is a PBX, then it is not  
19 COBRA service; correct?

20 A Right. I made the very simple  
21 statement that the PRI as part of it could be  
22 plugged into a PBX.

23 Q But if you plugged a PRI into a  
24 PBX, would MCI be purchasing COBRA services?

25 A No.